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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

KATHRYN MAYORGA,  
  
Plaintiff,  
  
v.  
  
CRISTIANO RONALDO,  
  
Defendant.

CASE NO.: 2:19-cv-00168-JAD-DJA

**CRISTIANO RONALDO'S  
OPPOSITION TO PLAINTIFF'S  
MOTION FOR PRODUCTION OF  
RETAINER AGREEMENT AND  
DEFENSE COUNSEL'S STATEMENT  
OF ACCOUNT**

Defendant Cristiano Ronaldo ("CR") hereby opposes Plaintiff's Motion for Production of Retainer Agreement and Defense Counsel's Statement of Account. Plaintiff asserts that to assess CR's Motion for Attorneys' Fees and Costs Against Leslie Stovall, Esq. (ECF No. 198), this Court and Plaintiff need a copy of CR's retainer agreement with Christiansen Trial Lawyers ("CTL") and a "statement of account." It appears Plaintiff seeks confirmation that CR agreed to pay the rates requested, CTL billed CR based on those rates and that he in fact paid those rates without a reduction. While it is unclear how this information will assist the Court or opposing counsel in determining the amount of reasonable attorney's fees and costs to be awarded in this case, CR has nevertheless provided this information by way of a Declaration from his counsel, which is attached to his Reply in Support of Motion for Attorneys' Fees and Costs. *See* ECF No




1 216-5 (Decl. of Peter S. Christiansen, Esq.). Counsel certified that pursuant to a written fee  
 2 agreement, CR was billed the hourly rates requested and in fact, paid those rates without a  
 3 discount. *Id.*

4 CR objects to producing the retainer agreement(s) because such document(s) contain  
 5 communications protected by the attorney-client privilege, including, but not limited to, the  
 6 purpose and scope for which CTL was retained. *See In re Grand Jury Witness*, 695 F.2d 359,  
 7 362 (9th Cir. 1982)(noting that “Confidential communications between attorney and client made  
 8 made in order to obtain legal assistance are likewise privileged,” and finding that a request for  
 9 more than the amount of the fee may invade the privilege). Here, the information requested, to  
 10 the extent relevant, has been provided by a Declaration from CR’s counsel. Should this Court  
 11 find that pursuant to LR 54.14(a)(3)(M), it requires a copy of the retainer agreement(s), CR  
 12 requests that such documents be produced to Plaintiff’s Counsel as “Confidential” pursuant to  
 13 this Court’s Order for Confidentiality and Protective Order [ECF No. 101], and either submitted  
 14 to the court for in camera review only, or under seal.

15 Dated this 27th day of August, 2022.

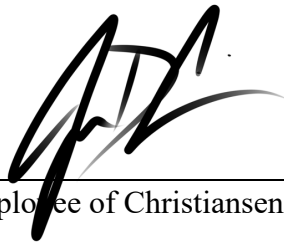
16 CHRISTIANSEN TRIAL LAWYERS

17  
 18 By   
 19 PETER S. CHRISTIANSEN, ESQ.  
 20 KENDELEE L. WORKS, ESQ.  
 21 KEELY P. CHIPPOLETTI, ESQ.  
 22 *Attorneys for Defendant Cristiano Ronaldo*  
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**CERTIFICATE OF SERVICE**

Pursuant to FRCP 5 and LR-5.1, I certify that I am an employee of CHRISTIANSEN TRIAL LAWYERS, and that on this 27th day of August, 2022, I caused the foregoing document entitled **CRISTIANO RONALDO'S OPPOSITION TO PLAINTIFF'S MOTION FOR PRODUCTION OF RETAINER AGREEMENT AND DEFENSE COUNSEL'S STATEMENT OF ACCOUNT** to be filed and served via the Court's CM/ECF electronic filing system upon all registered parties and their counsel.



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An employee of Christiansen Trial Lawyers

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— TRIAL LAWYERS —

